

## Central Finance Office Service Provider and Payee Agreement For Children 0-3 Years of Age

This Service Provider Agreement is entered into by and between the Department of Elementary and Secondary Education as the Missouri Part C Lead Agency, hereinafter referred to as DESE and: \_\_\_\_\_, hereinafter referred to as the Provider, also referred to as the Payee.

- A. Purpose of Agreement:** The purpose of this Agreement is to establish the obligations, expectations and relationship between DESE, the Provider and the Payee to ensure that quality services are made available to eligible children and their families. Pursuant to the Individuals with Disabilities Education Act (IDEA), otherwise known as Part C or the Early Intervention Program for Infants and Toddlers with Disabilities, and state and federal regulations implementing IDEA.

The provisions of all participating department professional and special services agreements, including the Medicaid Provider Agreement, are incorporated by reference into and are an integral part of this Provider Agreement.

- B. Agreement Effective Dates:** This agreement has an effective date, located on the signature page, which shall remain in effect until terminated in whole or in part by any party. For Providers and Payees currently enrolled the effective date is the date the Agreement is attested to on [www.mofirststeps.com](http://www.mofirststeps.com).

The Service Provider is an independent contractor for whom no Federal or State Income Tax will be deducted by DESE, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to state employees will accrue.

The Service Provider shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Provider, or negligent act of the Provider, arising from the performance of the services as contained in this Agreement. The Provider shall defend, indemnify, and hold harmless DESE or its agent from and against any and all claims, loss, damage, charge or expense to which they or any of them may be subjected by reason of any such loss or damage. The Service Provider expressly agrees to defend against any claims brought or actions filed against DESE or its agent where such claims or actions involve, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

- C. By execution of this Agreement, the undersigned entity (Provider) requests enrollment as a provider of services and/or supplies to DESE for families and infants and toddlers eligible and enrolled in the First Steps Early Intervention Services System (First Steps). As a condition of enrollment, the Provider agrees to:**

1. Be knowledgeable of and abide by all applicable federal, state and local laws, rules, regulations, and policies related to this program including but not limited to 34 CFR Part 303 (Early Intervention Program for Infants and Toddlers with Disabilities), 34 CFR Part 99 (Family Educational Rights and Privacy Act or FERPA) and 42 U.S.C. Ch. 126, Sections 12101-12213, the Americans with Disabilities Act or ADA.

2. Be in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F); Executive Order 12549, Debarment and Suspension (34 CFR Part 85).
3. Ensure that documentation of an open-records criminal background check (State Highway Patrol), a fingerprint background check (FBI through either the State Highway Patrol or the DESE Educator Certification/Conduct and Investigations Section), and an abuse and neglect check (DFS Abuse and Neglect Registry Screening) is maintained in Payee personnel files as well as a copy submitted to the provider enrollment contractor along with the individual's Provider Agreement at time of enrollment. The FBI check takes approximately the same amount of time regardless of whether you submit the forms through the State Highway Patrol or DESE. An updated paper criminal background check must be submitted to the provider enrollment/credentialing contractor once every three years thereafter. Annually, confirmation must be attested online at [www.mofirststeps.com](http://www.mofirststeps.com) indicating that no events have occurred which would change the accuracy of these checks.
4. Meet and maintain all standards, guidelines, policies, and comply with all state regulations as set forth by DESE for Part C implementation (based upon the target population to be served) in Missouri. Attend all meetings as required by DESE.
5. Continue to meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Service Provider that he/she will complete Orientation prior to enrolling and all obligated licensure and credentialing activities within **six (6) months** of effective enrollment date with the Central Finance Office (CFO). The Service Provider understands and agrees that invoices will not be honored without proper licensing and credentialing activities completed. Standards implemented after the date of signature will be met in accordance with applicable timelines.
6. Accept payment from the Central Finance Office as full and final payment for services rendered, and not seek further payment from the family of the eligible child, or any third party payer, for such services.
7. Provide the Central Finance Office with an invoice of charges, **within 60 days following service delivery**, on approved forms or online, in an amount no greater than the provider's charge to private customers for the same service based upon their documented usual and customary rate. The only claims submitted to the Central Finance Office will be for IFSP authorized services, evaluation/assessment services, and participation in multidisciplinary team meetings.
8. Submit claim(s) for reimbursement utilizing the appropriate codes as defined in HCPCS (HCFA Common Procedure Coding System); ICD 9 CM (International Classification of Diseases, 9th Revision, Clinical Modification); and CPT (Physician's Current Procedural Terminology), or as specified in any provider manual, bulletin, or other notice.
9. All payment obligations shall be made in arrears in accordance with Missouri law and the state fiscal policies and procedures.
10. Promptly refund to the DESE or its agent any duplicate or erroneous payment received.

11. Make prompt repayments to DESE or its agent, or arrange to have future payments from the program withheld, whenever it is determined after an investigation or audit that any overpayment to the Payee has been made.
12. Make full reimbursement of any state disallowance incurred by DESE as the result of an act or omission of the Provider.
13. Maintain accurate clinical records for a period of at least five years from discharge from services, and to make available to state personnel and their agents all records and information necessary to assure the appropriateness of payments made to the Payee, to assure the proper administration of the First Steps system, and to assure the Provider's compliance with all applicable statutes and regulations. Provide any records/documentation required to be maintained in the child's early intervention record to the SPOE in a timely manner, but at least monthly. Such records and information shall include, without being limited to, the following:
  - a) medical records;
  - b) financial records;
  - c) records of all treatments and services for which vendor payments have been made or are to be made by or through the CFO for the First Steps system including the authority for and the date of administration of such treatment or services; and,
  - d) all other records as may be found necessary by DESE or its agent in determining
  - e) compliance with any Federal or State law, rule or regulations.
14. Provide to state personnel and/or their agent as a part of any periodic inspections, reviews or audits, and child complaint or due process or provider complaint investigations, all required documentation and information in a timely manner, but not more than 10 days from the date of the receipt of the request, either verbal or written unless another specific timeline has been specified in the request. The timeline for provision of the documentation may be extended at the discretion of the state agency and/or their agent, upon request by the provider.
15. Cooperate with DESE or their agent in the application of utilization controls as provided in state statutes and rules as they may be amended from time to time.
16. Comply with civil rights requirements as mandated by federal and state statutes and regulations by ensuring that no persons shall on the basis of race, color, national origin, disability, age, gender, marital status, veteran status, or religion be excluded from participating, be denied the benefits of, or be otherwise subjected to discrimination in the provision of services.
17. Refrain at all times from divulging any information concerning the child and/or family to an unauthorized persons without the informed, written consent of the responsible parent/legal guardian.
18. Be knowledgeable about the activities and priorities of the First Steps System and abide by the First Steps Philosophy and Beliefs.

#### **D. Requirements specific to Service Providers:**

**Definition of Provider Services:** The Provider has represented to the DESE the ability to provide specific service(s) as defined in Federal and State regulations, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement.

##### **The Provider agrees to:**

1. Participate in the development, review and revision of IFSPs for children covered under this Agreement in a timely and comprehensive manner.
2. Notify the assigned Service Coordinator of any planned or recommended changes in the delivery of services to eligible children under this Agreement, including the termination of services prior to the period of duration as reflected on the IFSP.
3. Provide written progress reports, on a monthly basis, regarding eligible children and their services to the individual child's service coordinator and the child's family.
4. Participate in the routine monitoring and supervision activities as set forth by DESE or their agent, including self-assessment, on-site monitoring, data collection, reporting obligations, record or chart audits, financial audits, complaint investigation, and consumer satisfaction surveys.
5. Correct any areas of noncompliance identified by the DESE within timelines specified.
6. Provider agrees to maintain a time and effort log to record service rendered, date(s) of service and service delivery duration as authorized by the First Steps Program.

**Conflict of Interest:** No individual provider of an early intervention IFSP service(s) may also be a First Steps Service Coordinator.

#### **E. Requirements specific to Independent Service Coordinators:**

**Definition of Service Coordinator Services:** The Service Coordinator has represented to the DESE the ability to provide service coordination for eligible children and families under this program, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement. Service coordination activities include the active monitoring, review, and revision of the Individualized Family Service Plan (IFSP) with the family members and service providers; service delivery monitoring; advocacy; and transition services into, within and from the service delivery system. Service coordinators are obligated to inform the family of their rights, opportunities, and responsibilities under this program in an accurate and timely manner.

##### **The Service Coordinator agrees to:**

1. Provide service coordination to eligible children and their families upon referral as set forth in the IFSP. These responsibilities include, but are not limited to:
  - a. Assisting in the implementation and monitoring of the IFSP with the parent/legal guardian(s).
  - b. Conducting formal and informal review of the IFSP with the parent/legal guardian and other IFSP service providers, ensuring that at least monthly, written progress reports are obtained from each provider and reviewed quarterly with the parent/legal guardian.
  - c. Facilitating the provision of evaluations and assessments at no cost to the family as requested by the IFSP team.

- d. Assisting the family in identifying and accessing additional resources and programs.
  - e. Ensuring that, at a minimum a six-month review and an annual evaluation of the IFSP be conducted, and that the new IFSP generated from this evaluation meeting is incorporated into the child's record at the SPOE, and that the appropriate authorizations for funding are obtained.
  - f. Meeting and communicating regularly, but **at least one time each month**, with the parent/legal guardian as defined in the IFSP, conducting these contracts using a variety of face-to-face, telephone, written correspondence, and team meetings to ensure the family is well-informed and active participants in the IFSP implementation.
  - g. Facilitating the transition activities into, within, and from the service system for eligible children.
2. Ensure that, at all times, their representation of DESE, including SPOE(s) is accurate and family-centered, and that no activities are conducted that are adversarial to or inconsistent with local and state program policies, regulations, or practices.
  3. Notify the SPOE of any planned or recommended changes in the delivery of services to eligible children under this Agreement, including the termination of services prior to the period of duration as reflected on the IFSP. This must take place within two days of parent/guardian signed consent.
  4. Maintain the child's record at the SPOE for all referred and eligible children, with original copies of all required documents for five (5) years after the child has exited the First Steps system.
  5. Submit progress reports on a quarterly basis to the SPOE and review progress reports with the family for each individual child/family receiving service coordination services from this provider.
  6. Participate in the routine monitoring and supervision activities as set forth by DESE or their agent, including self-assessment, on-site monitoring, data collection, reporting obligations, record or chart audits, financial audits, complaint investigation, and consumer satisfaction surveys.
  7. Correct any areas of noncompliance identified by the DESE within timelines specified.

**DESE agrees:**

1. To ensure the Provider is included on the Service Provider Matrix for service coordination. The Provider shall review this information per the requirement elsewhere in this agreement and ensure its accuracy and completeness. Family members will be given options and choices of eligible Service Coordinators through the presentation and review of the Matrix prior to implementation of the IFSP.
2. That the Central Finance Office uses a schedule of maximum allowable fee reimbursements for all authorized services.
3. To ensure access to local and state training activities designed to promote quality service coordination for all enrolled and credentialed service coordinators within the catchment area.

**Conflict of Interest:** No early intervention IFSP service provider may also be an assigned Service Coordinator for any child and family enrolled in First Steps. The Service Coordinator agrees that he/she, their spouse, children, or other relatives by direct descent or marriage shall not benefit directly or indirectly from the responsibilities and obligations agreed to within this Agreement. These obligations include, but are not limited to, referral activities for assessment, evaluation and/or direct service delivery for an eligible child and/or family.

#### **F. Terms and Conditions of this Agreement:**

##### **The Provider agrees to the following conditions and qualifications to this Agreement:**

1. To **immediately** notify the provider enrollment contractor (Central Finance Office) of any change in address (including electronic), employee status, or in the status of ownership of the undersigned entity.
2. To complete all areas (including email address) of the provider profile in the on-line Service Provider Matrix and/or [www.mofirststeps.com](http://www.mofirststeps.com) **within 15 calendar days** of notification of enrollment. The confirmation of enrollment letter will contain information about obtaining a password and entering provider information on-line. Review and update as appropriate the Service Provider Matrix every three months as a minimum.
3. The Provider shall submit to the provider enrollment contractor proof of Certificates of Insurance or written evidence of self-insurance acceptable to DESE covering:
  - Statutory Workers' Compensation insurance as required
  - Professional liability insurance
  - Comprehensive liability insurance coverage on all operations and automobiles.

An updated paper Certificates of Insurance or written evidence of self-insurance must be submitted to the provider enrollment/credentialing contractor once every three years thereafter. Annually, confirmation must be attested online at [www.mofirststeps.com](http://www.mofirststeps.com) indicating that no events have occurred which would change the accuracy of the insurance coverage.

4. That this Agreement may be terminated as follows: a) By DESE or its agent for Provider's breach of any provision of the Agreement; or, b) By DESE or its agent, or by the Provider, upon 60 days written notice.
5. That the State of Missouri is exempt from state, federal and local taxes.
6. This Agreement constitutes the sole agreement between the parties. No representation, oral or written, not incorporated herein shall be binding upon the parties. This Agreement, upon execution, supersedes and replaces any prior Central Finance Office Service Provider/Payee Agreement previously executed by the Provider.

The undersigned, being the Provider or the Payee or having the specific authority to bind the Provider or Payee to the terms of this Agreement, and having read this Agreement and understanding it in its entirety, does hereby agree, both individually and on behalf of the Provider or Payee as a business entity, to abide by and comply with all of the stipulations, conditions, and terms set forth herein.

<b>Payee Information</b>
ORGANIZATION/PAYEE NAME (include "Doing Business As" – d/b/a if applicable)
NAME OF AUTHORIZED REPRESENTATIVE (printed) (Must be an authorized officer, owner, or partner)
SIGNATURE
TITLE
DATE OF SIGNATURE
MAILING ADDRESS
CITY STATE ZIP CODE
<b>Provider Information</b>
PROVIDER NAME (printed)
SIGNATURE
DATE OF SIGNATURE
MAILING ADDRESS (if different from above)
CITY STATE ZIP CODE
TELEPHONE, including area code <u>For CFO Use Only</u>
DESE Representative
Date of Signature Effective Date of Enrollment